

## DIVISION E1

GENERAL CONDITIONS

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The Chief Operations Officer will ascertain the facts and the extent of the delay and will extend the time for delivery when the findings of fact justify such an extension. The Chief Operations Officer's determination will be final and conclusive.

IPSC will be responsible for granting extensions of time as herein provided, but will not otherwise be responsible in any manner or liable to any extent for damage directly or indirectly suffered by Contractor as a result of any delay.

12. Protests and Claims: If Contractor considers any demand of the Chief Operations Officer to be outside of the requirements of this Contract, or considers any amount of payment, or any record, ruling, or other act, omission, or determination by the Chief Operations Officer to be unreasonable, Contractor shall promptly deliver to the Chief Operations Officer a written statement of the protest and of the amount of compensation or nature of accommodation, if any, claimed.

Upon written request by the Chief Operations Officer, Contractor shall provide access to all records containing any evidence relating to the protest or claim.

Upon review of the protest, claim, and evidence, the Chief Operations Officer will promptly advise Contractor in writing of the final decision which will be binding on all parties.

The requirements of this Article shall be in addition to, and shall not be construed as waiving claims provisions of the Statutes of the state of Utah. Contractor is deemed to have waived and does waive all claims for extensions of time and for compensation in addition to the Contract price except for protests and claims made and determined in accordance with this Article.

13. Limitation of Liability: Responsible Party: It is understood and agreed that IPA shall be the sole party or person liable to Contractor for payments under or pursuant to this Contract, and for any breaches, defaults, or for any torts in the performance of or in relation to this Contract by IPA, IPSC, or the Operating Agent, or any officers, agents, or employees thereof. Contractor hereby expressly covenants and agrees that no suit shall be brought by Contractor against IPSC, or the Operating Agent, or their or IPA's officers, agents, or employees, but that all rights or remedies that Contractor may have or that may arise under or in relation to this Contract shall be asserted by Contractor solely against IPA. Without limiting the foregoing provisions of this Article, Contractor shall have no right against any of the foregoing (including IPA) to assert or recover in contract or in tort, damages or losses in the nature of special damages, indirect damages, consequential damages, incidental damages, punitive, or exemplary damages.

The liability of Contractor and its employees, subcontractors, and suppliers on all claims of any kind (excluding property damage to the extent of proceeds from the insurance